

COUNTY OF LEXINGTON
Procurement Services
212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

INVITATION FOR BIDS

BID NUMBER: B15030-01/26/15S

DATE: December 29, 2014

OPENING DATE AND TIME: ***January 26, 2015 @ 3:00 PM E.S.T.***

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: **PURCHASE OF TWO (2) MOTORGRADERS**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids, which are mailed. No Faxed Bids Will Be Permitted.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR.

DIRECT ALL INQUIRES TO:

Angela M. Seymour
Procurement Officer

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of the County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.**

If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

Deadline for questions is January 12, 2015 at 4:00 p.m. All questions must be submitted in writing.

Jeffrey A. Hyde
Procurement Manager

SOLICITATION #: B15030-01/26/15S

PROCUREMENT: PURCHASE OF TWO (2) MOTORGRADERS

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the County file has current information, or if you wish to be added to Lexington County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).

Specifications are ambiguous (explain below).

We are unable to meet specifications.

Insufficient time to respond to the solicitation.

Our schedule would not permit us to perform.

We are unable to meet bond requirements.

We are unable to meet insurance requirements.

We do not offer this product or service.

Remove us from your vendor list for this commodity/service.

Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

E-mail Address (Please Print)

Date

Telephone

/_____
Fax

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Lexington County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Lexington County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT A CORRECT AND PROPER BID GUARANTEE WILL RESULT IN REJECTION OF YOUR BID.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Lexington County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Lexington to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidders schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of Award will be posted on the Lexington County web site at www.lex-co.com.
11. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.
12. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

13. **QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:**

- To ensure fair consideration for all bidders, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided on page one of the solicitation. This includes any communications initiated by a bidder to any County Official or employee evaluating or considering the bidder, prior to the time an award decision has been made public.
- Any communications between the bidder and the County shall be initiated by the Procurement Office or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. **Any communications initiated by a bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future solicitations.**
- It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments or addendums have been issued in order to obtain all such documentation, and to return the executed documentation with their bid.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of vendors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.
 - 6.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Lexington County vendor, whichever the case may be.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.

8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Officer. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 212 South Lake Drive, Suite 503, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

6. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **ATTORNEYS FEES:** In the event that the County is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, The County may seek attorneys fees from Contractor and Contractor will pay to County such attorneys fees as the court may award. Otherwise, attorneys fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The county reserves the right to make additional purchases at the submitted bid prices, during the specified period.
12. **7% S.C. SALES TAX:** The County shall add 7% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, this will certify to the County your compliance.***

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.**
14. **BID REQUIREMENTS:** Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
15. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications.

Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.

16. **CONTRACT:** This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Lexington County Council.
Factors to be considered during the evaluation process include, but are not limited to:
19.1 Cost.
19.2 Reputation and dependability of the contractor.
20. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator.
21. **DELIVERY:** Lexington County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
22. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
23. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

24. **ALTERNATE BIDS:** Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid. ***If any vendor submits alternate bid(s) for any item(s), descriptive supporting literature must be included with bid package. Failure to submit such literature for alternate item(s) will result in non-consideration for said item(s).***
25. **PROMPT PAYMENT DISCOUNT TERMS:** Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
26. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
27. **LIFE CYCLE:** In accordance with the South Carolina Energy Independence and Sustainable Construction Act of 2007, if applicable to the bid, the vendor must provide in attached bid documents the life cycle analysis cost for the span of equipment's use. This technique will compare the cost and benefits at the normal industry and regulatory standards as applicable.
28. **ILLEGAL IMMIGRATION & PUBLIC CONTRACTS:** "In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."
29. **NO CONTACT POLICY:** After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Procurement Officer listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.
30. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.
- 30.1 **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
- 30.2 **Termination for Convenience:** The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.
- 30.3 **Termination requirement does not apply if contract is to terminate at the end of an established contract term.**
- 30.4 **Termination for Nonappropriations:** If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.

SPECIFICATIONS FOR HEAVY DUTY ARTICULATED MOTORGRADER

DESCRIPTION: The motorgrader shall be the articulated frame, tandem-drive type, rear wheel drive, mounted on six pneumatic rubber tires. The motorgrader shall be designed for ditching, sloping, bank cutting, grading, scarifying, and snow removal. The unit shall be new and of a model in current production.

STEERING: The Motor Grader must provide controls that utilize a steering wheel for steering control. The unit may provide both joy stick controls and steering wheel, however the steering wheel control must be provided.

OPERATING WEIGHT: Minimum 40,000 pounds and maximum 44,000 pounds as bid, without tire ballast or additional counterweights.

DIMENSIONS: Overall machine length to be a minimum of 28.5 feet with a wheelbase of a minimum of 20' to center of tandems.

ENGINE: The unit shall have a heavy-duty six (6) cylinder, diesel engine with minimum 500 Cubic Inch Displacement and a net SAE horsepower of 210 minimum at 2100 or less rpm. Variable horsepower range minimum: Net 150 - 210 HP. Minimum engine torque must be 800 lb. ft at rated rpm. Must meet all EPA tier 4 emissions. Blade pull at base weight must be a minimum of 28,000 pounds. The engine shall be equipped, as a minimum follows:

1. 24-volt electrical system with alternator, starter, voltage regulator, and heavy- duty batteries.
2. Alternator, minimum amperage 120.
3. Governor.
4. Air cleaner, heavy-duty dry type.
5. Oil filter, heavy duty with replaceable element.
6. Fuel filter, heavy duty with replaceable element.
7. Fuel tank, minimum 100 gallon.
8. Muffler, exhaust system, and rain cap.
9. Engine vandal protection, including side shields.
10. Heavy-duty radiator and cooling system, with 50-50 mixture of water and permanent type antifreeze.
11. Cold weather starting aid.
12. Key switch or Keyless start
13. Strobe Light
14. Supplied batteries must have a combined CCA rating of 1400 amps minimum.
15. Hydraulic Oil tank capacity must be a minimum of 15 gallons.
16. Engine oil capacity must be a minimum of 24 quarts.
17. 12 Volt power supply in cab with a 1500 watt continuous rated power converter.

STEERING: Articulated frame with minimum of 22 degrees minimum movement, hydraulically operated. Front wheels shall have power steering and hydraulic lean of 20 degrees minimum. Oscillating front axle. Front steering angle including frame articulation must be 47 degrees minimum. Turning radius of machine shall not exceed 24 feet.

FRAME: Rigid box, type section, minimum weight per foot of 112 pounds. It is desired, but not required, that the frame be warranted for life to the original owner. State frame warranty on bidder response.

TRANSMISSION: The transmission shall be a heavy duty, power-shift type. Transmission must provide for 8 forward and 8 reverse speeds. Maximum travel speed must be a minimum of 28 mph for vehicle transport.

TANDEM REAR AXLES: Rear axle shafts shall be full floating, carrying no grader weight. If chain drive is provided, minimum pitch shall be 2 inches. Differential lock-unlock feature shall be furnished.

HYDRAULICS: The grader shall be designed with full hydraulic controls for operating the circle, moldboard, and blade. Controls shall provide for blade lift, blade pitch (tilt), blade shift, and blade rotation. Hydraulic system shall be closed center type. Hydraulic system must provide for a minimum 55 gallon per minute flow rate with a minimum 16 gallon reservoir tank.

BRAKES: Power assisted brakes shall act on the four rear wheels. Parking brakes shall be provided and shall neutralize the transmission when engaged. Performance to meet SAE 1473. It is desired but not required that the brakes be four-wheel drum or two of four wet-disc type. Bids proposing less shall fully describe their braking system in the bid questionnaire. The brake system shall incorporate a stored energy source, or other means, to effectively allow full operator application of the system in the event the engine, hydraulic, or air pumps fail.

BLADE ASSEMBLY: The grader shall be equipped with a heavy duty, reinforced moldboard not less than 12 feet in length, not less than 24 inches in width (around curve), and not less than .87 inch in thickness. The moldboard shall be equipped with renewable end bits and blades, and shall be punched for blade mounting according to the AASHTO standard. Grader shall be equipped with a moveable point blade lift system that will allow the operator to position the blade from a 90 degree left bank slope to a 90 degree right bank slope with leaving the cab. Blade side shift must be a minimum of 26.5 inches left and right. Moldboard cut depth must be a minimum of 32 inches with minimum down force capability of 15,500 lbs.

CIRCLE: The circle diameter must be a minimum of 60 inches with rotational teeth on the inside of the circle for impact protection. The circle must side shift right and left of center 31 inches minimum.

ROPS CAB: The unit shall be furnished with a full ROPS cab providing roll-over protection in accordance with SAE J1040 and J396. Brake controls shall be foot operated. The operator's deluxe adjustable seat shall have backrest and seat belt (SAE J326). Instrumentation shall include gauge for engine coolant temperature, engine oil pressure, fuel gauge, hour meter, and transmission oil temperature.

Light or signal acceptable for voltmeter or ammeter. Heater and defroster in cab.

TIRES: Tires shall be Firestone or Goodyear, size 14.00 x 24 TG standard bias ply tire, 12 ply mounted on interchangeable rims of minimum 10 inch width.

EQUIPMENT: The unit shall be furnished with all standard equipment normally furnished. In addition, equipment shall be furnished as follows:

1. All work lights (headlights, bladelights, rearlights) two taillights, brake lights, turn signals, and emergency flashers
2. Front and rear windshield wiper.
3. Vandal protection including panels and locks.
4. Shatter-proof glass.
5. Back-up alarms.
6. Towing hitch in rear.
7. SMV emblem.
8. Rear view mirrors, left outside and inside mounted.
9. Sound suppression to meet OSHA requirements measured in accordance with SAE J1166.
10. Power operated V-shaped scarifier with not less than five renewable teeth mounted in center of machine.
11. Lockable toolbox.

12. Full OSHA equipped.
13. Horn.
14. Transmission bottom guard.
15. Factory Installed Air conditioner and heater / defroster. 28,000 minimum BTU rating.
16. Am/Fm Radio with weatherband
17. Slope meter
18. Auxiliary air pump

WARRANTY: The entire unit shall be warranted by the manufacturer or supplier with a five year OR 6,000 operating hour (whichever comes first) full machine warranty that covers all labor, service calls, mileage, parts and diagnostics from the date the unit is placed in service. A \$50,000 performance bond shall be supplied by the vendor. Sixty (60) days after delivery, the dealer's service personnel shall inspect each unit to insure proper operation and condition. Dealer shall also provide a price for a seven (7) year 7,500 hour power train and hydraulics system warranty that covers all labor, service calls, mileage, parts and diagnostics. This warranty shall also cover all steering components both mechanical and hydraulic.

In the event of a breakdown during the warranty period that exceeds 72 hours (3 work days), vendor shall provide a loaner grader, including transportation of such unit to the County Facilities.. In the event the vendor is unable to supply an equal machine as a loaner within 72 hours and the County has to seek a replacement, the County will charge \$100.00 for procurement and will also bill the vendor whatever costs are associated with the rental of the replacement machine.

Vendor's parts support and service facilities must be located within 40 miles of the County's Central Maintenance facility at 401 Ball Park Road, Lexington, SC. Vendor must stock common wear items and filters and be able to provide such within 8 hours of request.

BUY BACK AGREEMENT: Vendor shall provide a bid to include a 3 (three), , 5 (five), 7 (seven), 10 (ten), and 12 (twelve) year buy-back guarantee to the County. This agreement shall allow for 1,200 hours of use per each respective year and may contain a per hour deduction for any usage in excess of that amount. This buyback agreement may or may not be exercised at the sole discretion of the County. This value may be used to determine equipment residual value by the County when evaluating bid responses. Equipment buy-back guarantees must be supported by a performance bond for the maximum value of the buy-back guarantee as bid. Any specific bidder terms in reference to this buy back agreement must accompany the bid response or it will be understood that the County may exercise this option without any restriction by the bidder.

TRAINING: The successful bidder shall conduct a one-day school on the operation and maintenance of the unit at the Lexington County Fleet Services and an additional one-day school specifically on operation of the unit in the field with the county's operator.

MAINTENANCE: All replaceable filter elements for air, fuel, hydraulics, and engine oil should be available from at least one of the following US manufacturers: AC, Fram, NAPA, Wix, Donaldson, Purolator, or Baldwin. Replacement tires and tubes shall be available from at least one of the following manufacturers: Goodyear, Firestone, Goodrich or Michelin. Replacement or replenishment lubricants required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid, and grease) should be available from at least one of the following major manufacturers: Mobil, Kendall, Havoline, Penzoil, BG, Chevron, Exxon or Citgo. Details concerning the manufacturer and item name or part number for the above manufacturer items shall be provided wherever requested on the bid questionnaire. **Bidder to identify and supply cost and availability for any proprietary filters or fluids that are not available as stated above.**

Successful bidder shall provide ONE of each replaceable filter located on the machine that is specified by the manufacturer to be replaced at least once during the first 5 years or 5,000 hours of operation. Filters shall be provided at the time the equipment is delivered. Bidder to specify on separate document the County's current cost for each filter referenced above along with each filter's part number.

REPAIR PARTS: Selling dealer must stock commonly used repair parts and wear items within 40 miles of the Lexington County Fleet Maintenance Facility. Selling dealer shall sell all OEM repair parts, filters, fluids, and wear items to Lexington County at a cost not to exceed manufacturer published list price less 20%, however vendor may offer larger discount if they desire. Lexington County prefers to purchase all OEM repair parts locally and through the selling dealer whenever cost effective. Bidder shall state the discount from manufacturer's list price that they will sell OEM parts for to the County of Lexington and document this discount as a percentage deduction from Manufacturers List Price on the bidder response forms. This pricing discount shall remain in effect for the life of the vehicle(s) purchased or for a minimum of no less than ten years. Parts pricing discounts will be used in determining life cycle cost analysis for all bids received in addition to upfront equipment costs.

SERVICE LITERATURE: Service literature shall include (as one set) two (2) operator's instruction manuals, illustrated repair parts manuals and shop overhaul manuals that cover every component on the machine. This service literature shall be complete and cover the entire unit, to include engines, transmissions, wiring diagrams, computerized engine and power train control systems, HVAC, operator controls, and body control systems. Bid response must include optional pricing for any diagnostic software and cabling (laptop compatible) required to interface with any power train or other computerized control system that is incorporated by the manufacturer. If a standalone hand held analyzer is required, bidder to quote this equipment as an optional cost, as well as software update costs for future years.

GENERAL: Unit shall be furnished completely assembled, serviced and ready for immediate use. Bidder must supply a demo machine at the request of Lexington County at the time of bid evaluations if requested. The right is reserved to reject any and all bids proposing equipment which is deemed unsatisfactory for the County's use. Lexington County reserves the right to purchase the unit it feels is most beneficial to the County when considering the quality and features of each.

REFERENCES: Bidder shall supply the names and contact information of individuals, businesses, or governments to which they have sold identical or very similar equipment models to in the past 24 months. This contact information should identify the individual that supervises the operation and/or maintenance and repair of such vehicles.

TRADE IN: Bidder may at their option provide a bid to purchase from the County one of more of the following motor graders: Bidders to verify equipment condition and actual hours. Units 17070, 24102 and 21079 may accumulate additional hours between time of inspection and their replacement which will be determined by the delivery date of the replacement machines being bid. No adjustment will be made for accumulated hours during this period. Lexington County procurement department should be contacted to make arrangements during the bid process to inspect the trade in motor graders. Bidder shall state whether equipment trade in values are contingent upon equipment purchase award or whether they will honor trade in/purchase values regardless of equipment purchase award.

Unit 21079	1999 CAT 12H Grader	10,450 Hours	Located at Fleet Services 415 Ball Park Road Lexington, SC 29072
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Unit 17070	1994 CAT 12G Grader	13,150 Hours	Located at Solid Waste Management 498 Landfill Lane Lexington, SC 29072
Unit 24102	2002 CAT 12H Grader	10,950 Hours	Located at Fleet Services 415 Ball Park Road Lexington, SC 29072

UPGRADE OPTION: Bidder to supply cost to upgrade each unit to an AWD (All Wheel Drive) configuration in lieu of the rear tandem drive. Bidder shall also state the impact that this upgrade shall have on net engine horsepower, engine torque, and machine operating weight.

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: B15030-01/26/15S

DATE: December 29, 2014

OPENING DATE AND TIME: *January 26, 2015 @ 3:00 PM E.S.T.*

OPENING LOCATION: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC

PROCUREMENT: Provide all materials, equipment, and labor for the **Purchase Of Two (2) Motorgraders** in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs.

Delivery Requirements: FOB Destination-Freight Prepaid to Lexington, South Carolina.

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	EACH PRICE	TOTAL PRICE
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01	2 each	Motorgraders (RWD) in accordance with bid specifications.	\$ _____	\$ _____
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MANUFACTURER: _____ MODEL: _____

TYPE OF STEERING SYSTEM USED: _____

TYPE OF BRAKING SYSTEM USED: _____

MANUFACTURER FRAME WARRANTY: _____

02	2 each	Extended Power Train/Hydraulic Warranty (Non Taxable)	\$ _____	\$ _____
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03	1 each	Cost of Diagnostic Software	\$ _____	\$ _____
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OPTION (AWD):

01	2 each	Motorgraders (AWD) in accordance with bid specifications.	\$ _____	\$ _____
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MANUFACTURER: _____ MODEL: _____

TYPE OF STEERING SYSTEM USED: _____

TYPE OF BRAKING SYSTEM USED: _____

MANUFACTURER FRAME WARRANTY: _____

02	2 each	Extended Power Train/Hydraulic Warranty	\$ _____	\$ _____
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03	1 each	Cost of Diagnostic Software	\$ _____	\$ _____
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BIDDER: _____ SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	TOTAL PRICE
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EQUIPMENT OPTIONS:

01 (A)	1 EA	Trade in on existing Motorgrader 21079	\$ _____
01 (B)	1 EA	Purchase of existing Motorgrader 21079	\$ _____
02 (A)	1 EA	Trade in on existing Motorgrader 17070	\$ _____
02 (B)	1 EA	Purchase of existing Motorgrader 17070	\$ _____
03 (A)	1 EA	Trade in on existing Motorgrader 24102	\$ _____
03 (B)	1 EA	Purchase of existing Motorgrader 24102	\$ _____
04	1 EA	Buy Back Guarantee (Three Year – Rear Wheel Drive)	\$ _____
05	1 EA	Buy Back Guarantee (Five Year Rear Wheel Drive)	\$ _____
06	1 EA	Buy Back Guarantee (Seven Year Rear Wheel Drive)	\$ _____
07	1 EA	Buy Back Guarantee (Ten Year Rear Wheel Drive)	\$ _____
08	1 EA	Buy Back Guarantee (Twelve Year – Rear Wheel Drive)	\$ _____
09	1 EA	Buy Back Guarantee (Three Year – All Wheel Drive)	\$ _____
10	1 EA	Buy Back Guarantee (Five Year All Wheel Drive)	\$ _____
11	1 EA	Buy Back Guarantee (Seven Year All Wheel Drive)	\$ _____
12	1 EA	Buy Back Guarantee (Ten Year All Wheel Drive)	\$ _____
13	1 EA	Buy Back Guarantee (Twelve Year – All Wheel Drive)	\$ _____

OEM PARTS AND REPAIR:

1. 1 LT OEM Repair Parts discount from Manufacturers List Price _____ %

Delivery_____ Days after Receipt of Order

Bidder Checklist:

Bidder is acknowledging that the following items have been provided with the bid.

_____ Bid Bond
Initial

_____ Certificate of Familiarity
Initial

_____ Acknowledgment of Amendment Number ____ - ____
Initial

BIDDER: _____ SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

COUNTY OF LEXINGTON

**B15030-01/26/15S
PURCHASE OF TWO (2) MOTORGRADERS**

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for.

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

COMPANY: _____ AUTHORIZED SIGNATURE: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Fax Number

CONTRACTOR'S LICENSE # _____

Remittance Address

E-mail Address (PLEASE PRINT)

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS PROPERTY TAXES?

___ YES/___ NO

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240 or Email your questions to aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15030-01/26/15S
PURCHASE OF TWO (2) MOTORGRADERS

Deadline for questions is January 12, 2015 at 4:00 p.m.
All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)